

CALL & JENSEN
A Professional Corporation
John T. Egley, Bar No. 232545
jegley@calljensen.com
Chris C. Scheithauer, Bar No. 184798
cscheithauer@calljensen.com
610 Newport Center Drive, Suite 700
Newport Beach, CA 92660
Tel: (949) 717-3000

Attorneys for Defendants CHRISTENSEN BROTHERS
GENERAL ENGINEERING, INC. and CALEB CHRISTENSEN

VERUM LAW GROUP, APC
Sam Kim, Bar No. 258467
skim@verumlg.com
Yoonis Han, Bar No. 256151
yhan@verumlg.com
360 N. Pacific Coast Highway, Suite 1025
El Segundo, CA 90245
Tel: (424) 320-2000

Attorneys for Plaintiff SEVERO JOHN HERNANDEZ,
UMEET NAND, KRISTOFER BARR

[Additional Counsel listed on Signature Page]

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

SEVERO JOHN HERNANDEZ, UMEET
NAND, KRISTOFER BARR, on behalf of
themselves and all others similarly
situated,

Plaintiffs,

vs.

CHRISTENSEN BROTHERS GENERAL
ENGINEERING, INC., a California

Case No. 5:22-cv-00836 AB (SPx)

STIPULATED PROTECTIVE ORDER

DISCOVERY MATTER

Complaint Filed: March 17, 2021

Trial Date: None Set

1 Corporation; CALEB CHRISTENSEN,
2 and DOES 1-20, inclusive,
3
4 Defendants.

5
6 1. A. PURPOSES AND LIMITATIONS

7 Discovery in this action is likely to involve production of confidential, proprietary,
8 or private information (such as putative class member private non-public contact
9 information and) for which special protection from public disclosure and from use for
10 any purpose other than prosecuting this litigation may be warranted. Accordingly, the
11 parties hereby stipulate to and petition the Court to enter the following Stipulated
12 Protective Order. The parties acknowledge that this Order does not confer blanket
13 protections on all disclosures or responses to discovery and that the protection it affords
14 from public disclosure and use extends only to the limited information or items that are
15 entitled to confidential treatment under the applicable legal principles. The parties further
16 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order
17 does not entitle them to file confidential information under seal; Civil Local Rule 79-5
18 sets forth the procedures that must be followed and the standards that will be applied
19 when a party seeks permission from the court to file material under seal.

20 B. GOOD CAUSE STATEMENT

21 This action is likely to involve personal identifiable information (“PII”) of various
22 putative class and representative action members to which a right of privacy attaches and
23 should not be publicly disclosed, as well as specific customer information, pricing, work
24 project details and other commercial, financial, technical and/or proprietary information
25 for which special protection from public disclosure and from use for any purpose other
26 than prosecution of this action is warranted.

27 It is anticipated that materials and information needing protection and which may
28 be specifically designated as CONFIDENTIAL pursuant to this Section 5 of this
requested protective order may consist of, among other things, names, addresses and

1 contact information (private non-public phone numbers, personal emails, etc.) of dozens
 2 or more putative class members and other related information otherwise generally
 3 unavailable to the public, or which may be privileged or otherwise protected from
 4 disclosure under state or federal statutes, court rules, case decisions, or common law.
 5 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of
 6 disputes over confidentiality and/or privacy of discovery materials, to adequately protect
 7 information the parties are entitled to keep confidential, to ensure that the parties are
 8 permitted reasonable necessary uses of such material in preparation for and in the conduct
 9 of trial (including the representation of prospective class members in their individual
 10 capacities), to address their handling at the end of the litigation, and serve the ends of
 11 justice, a protective order for such information is justified in this matter. It is the intent of
 12 the parties that information will not be designated as confidential for tactical reasons and
 13 that nothing be so designated without a good faith belief that it has been maintained in a
 14 confidential, non-public manner, and there is good cause why it should not be part of the
 15 public record of this case.

16 2. DEFINITIONS

17 2.1 Action: *Severo John Hernandez, et al. v. Christensen Brothers General*
 18 *Engineering, Inc., et al.*, United States District Court Case No.: 5:22-cv-00836.

19 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
 20 information or items under this Order.

21 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is
 22 generated, stored or maintained) or tangible things that qualify for protection under
 23 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
 24 Statement.

25 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
 26 support staff).

27 2.5 Designating Party: a Party or Non-Party that designates information or items
 28 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

1 2.6 Disclosure or Discovery Material: all items or information, regardless of the
2 medium or manner in which it is generated, stored, or maintained (including, among other
3 things, testimony, transcripts, and tangible things), that are produced or generated in
4 disclosures or responses to discovery in this matter.

5 2.7 Expert: a person with specialized knowledge or experience in a matter pertinent
6 to the litigation who has been retained by a Party or its counsel to serve as an expert
7 witness or as a consultant in this Action.

8 2.8 House Counsel: attorneys who are employees of a party to this Action. House
9 Counsel does not include Outside Counsel of Record or any other outside counsel.

10 2.9 Non-Party: any natural person, partnership, corporation, association, or other
11 legal entity not named as a Party to this action.

12 2.10 Outside Counsel of Record: attorneys who are not employees of a party to
13 this Action but are retained to represent or advise a party to this Action and have appeared
14 in this Action on behalf of that party or are affiliated with a law firm which has appeared
15 on behalf of that party, and includes support staff.

16 2.11 Party: any party to this Action, including all of its officers, directors,
17 employees, consultants, retained experts, and Outside Counsel of Record (and their
18 support staffs).

19 2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
20 Material in this Action.

21 2.13 Professional Vendors: persons or entities that provide litigation support
22 services (e.g., photocopying, videotaping, translating, preparing exhibits or
23 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
24 their employees and subcontractors.

25 2.14 Protected Material: any Disclosure or Discovery Material that is designated
26 as "CONFIDENTIAL."

27 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from
28 a Producing Party.

1 3. SCOPE

2 The protections conferred by this Stipulation and Order cover not only Protected
3 Material (as defined above), but also (1) any information copied or extracted from
4 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
5 Material; and (3) any testimony, conversations, or presentations by Parties or their
6 Counsel that might reveal Protected Material.

7 Any use of Protected Material at trial shall be governed by the orders of the trial judge.
8 This Order does not govern the use of Protected Material at trial.

9 4. DURATION

10 Even after final disposition of this litigation, the confidentiality obligations
11 imposed by this Order shall remain in effect until a Designating Party agrees otherwise
12 in writing or a court order otherwise directs. Final disposition shall be deemed to be the
13 later of (1) dismissal of all claims and defenses in this Action, with or without prejudice;
14 and (2) final judgment herein after the completion and exhaustion of all appeals,
15 rehearings, remands, trials, or reviews of this Action, including the time limits for filing
16 any motions or applications for extension of time pursuant to applicable law.

17 5. DESIGNATING PROTECTED MATERIAL

18 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
19 Party or Non-Party that designates information or items for protection under this Order
20 must take care to limit any such designation to specific material that qualifies under the
21 appropriate standards. The Designating Party must designate for protection only those
22 parts of material, documents, items, or oral or written communications that qualify so that
23 other portions of the material, documents, items, or communications for which protection
24 is not warranted are not swept unjustifiably within the ambit of this Order.

25 Mass, indiscriminate, or routinized designations are prohibited. Designations that
26 are shown to be clearly unjustified or that have been made for an improper purpose (e.g.,
27 to unnecessarily encumber the case development process or to impose unnecessary
28 expenses and burdens on other parties) may expose the Designating Party to sanctions.

1 If it comes to a Designating Party's attention that information or items that it
2 designated for protection do not qualify for protection, that Designating Party must
3 promptly notify all other Parties that it is withdrawing the inapplicable designation.
4

5 5.2 Manner and Timing of Designations. Except as otherwise provided in this
6 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or
7 ordered, Disclosure or Discovery Material that qualifies for protection under this Order
8 must be clearly so designated before the material is disclosed or produced.

9 Designation in conformity with this Order requires:

10 a) for information in documentary form (e.g., paper or electronic
11 documents, but excluding transcripts of depositions or other pretrial or trial proceedings),
12 that the Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter
13 "CONFIDENTIAL legend"), to each page that contains protected material. If only a
14 portion or portions of the material on a page qualifies for protection, the Producing Party
15 also must clearly identify the protected portion(s) (e.g., by making appropriate markings
16 in the margins).

17 A Party or Non-Party that makes original documents available for inspection need
18 not designate them for protection until after the inspecting Party has indicated which
19 documents it would like copied and produced. During the inspection and before the
20 designation, all of the material made available for inspection shall be deemed
21 "CONFIDENTIAL." After the inspecting Party has identified the documents it wants
22 copied and produced, the Producing Party must determine which documents, or portions
23 thereof, qualify for protection under this Order. Then, before producing the specified
24 documents, the Producing Party must affix the "CONFIDENTIAL legend" to each page
25 that contains Protected Material. If only a portion or portions of the material on a page
26 qualifies for protection, the Producing Party also must clearly identify the protected
27 portion(s) (e.g., by making appropriate markings in the margins).
28

1 b) for testimony given in depositions that the Designating Party identify
2 the Disclosure or Discovery Material on the record, before the close of the deposition all
3 protected testimony.

4 c) for information produced in some form other than documentary and
5 for any other tangible items, that the Producing Party affix in a prominent place on the
6 exterior of the container or containers in which the information is stored the legend
7 “CONFIDENTIAL.” If only a portion or portions of the information warrants protection,
8 the Producing Party, to the extent practicable, shall identify the protected portion(s).

9 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
10 designate qualified information or items does not, standing alone, waive the Designating
11 Party’s right to secure protection under this Order for such material. Upon timely
12 correction of a designation, the Receiving Party must make reasonable efforts to assure
13 that the material is treated in accordance with the provisions of this Order.

14 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

15 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
16 confidentiality at any time that is consistent with the Court’s Scheduling Order.

17 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
18 process under Local Rule 37.1 et seq.

19 6.3 The burden of persuasion in any such challenge proceeding shall be on the
20 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,
21 to harass or impose unnecessary expenses and burdens on other parties) may expose the
22 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn
23 the confidentiality designation, all parties shall continue to afford the material in question
24 the level of protection to which it is entitled under the Producing Party’s designation until
25 the Court rules on the challenge.

26 7. ACCESS TO AND USE OF PROTECTED MATERIAL

27 7.1 Basic Principles. A Receiving Party may use Protected Material that is
28 disclosed or produced by another Party or by a Non-Party in connection with this Action

1 only for prosecuting, defending, or attempting to settle this Action. Such Protected
 2 Material may be disclosed only to the categories of persons and under the conditions
 3 described in this Order. When the Action has been terminated, a Receiving Party must
 4 comply with the provisions of section 13 below (FINAL DISPOSITION).

5 Protected Material must be stored and maintained by a Receiving Party at a location and
 6 in a secure manner that ensures that access is limited to the persons authorized under this
 7 Order.

8 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
 9 ordered by the court or permitted in writing by the Designating Party, a Receiving Party
 10 may disclose any information or item designated “CONFIDENTIAL” only to:

11 a) the Receiving Party’s Outside Counsel of Record in this Action, as
 12 well as employees of said Outside Counsel of Record to whom it is reasonably necessary
 13 to disclose the information for this Action;

14 b) the officers, directors, and employees (including House Counsel) of
 15 the Receiving Party to whom disclosure is reasonably necessary for this Action;

16 c) Experts (as defined in this Order) of the Receiving Party to whom
 17 disclosure is reasonably necessary for this Action and who have signed the
 18 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

19 d) the court and its personnel;

20 e) court reporters and their staff;

21 f) professional jury or trial consultants, mock jurors, and Professional
 22 Vendors to whom disclosure is reasonably necessary for this Action and who have signed
 23 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

24 g) the author or recipient of a document containing the information or a
 25 custodian or other person who otherwise possessed or knew the information;

26 h) during their depositions, witnesses, and attorneys for witnesses, in the
 27 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
 28 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not

1 be permitted to keep any confidential information unless they sign the “Acknowledgment
2 and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating
3 Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to
4 depositions that reveal Protected Material may be separately bound by the court reporter
5 and may not be disclosed to anyone except as permitted under this Stipulated Protective
6 Order; and

7 i) any mediator or settlement officer, and their supporting personnel,
8 mutually agreed upon by any of the parties engaged in settlement discussions.

9 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN 10 OTHER LITIGATION

11 If a Party is served with a subpoena or a court order issued in other litigation that
12 compels disclosure of any information or items designated in this Action as
13 “CONFIDENTIAL,” that Party must:

14 a) promptly notify in writing the Designating Party. Such notification
15 shall include a copy of the subpoena or court order;

16 b) promptly notify in writing the party who caused the subpoena or order
17 to issue in the other litigation that some or all of the material covered by the subpoena or
18 order is subject to this Protective Order. Such notification shall include a copy of this
19 Stipulated Protective Order; and

20 c) cooperate with respect to all reasonable procedures sought to be
21 pursued by the Designating Party whose Protected Material may be affected.

22 If the Designating Party timely seeks a protective order, the Party served with the
23 subpoena or court order shall not produce any information designated in this action as
24 “CONFIDENTIAL” before a determination by the court from which the subpoena or
25 order issued, unless the Party has obtained the Designating Party’s permission. The
26 Designating Party shall bear the burden and expense of seeking protection in that court
27 of its confidential material and nothing in these provisions should be construed as
28

1 authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive
2 from another court.

3 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN
4 THIS LITIGATION

5 a) The terms of this Order are applicable to information produced by a
6 Non-Party in this Action and designated as "CONFIDENTIAL." Such information
7 produced by Non-Parties in connection with this litigation is protected by the remedies
8 and relief provided by this Order. Nothing in these provisions should be construed as
9 prohibiting a Non-Party from seeking additional protections;

10 b) In the event that a Party is required, by a valid discovery request, to
11 produce a Non-Party's confidential information in its possession, and the Party is subject
12 to an agreement with the Non-Party not to produce the Non-Party's confidential
13 information, then the Party shall:

14 1) promptly notify in writing the Requesting Party and the Non-
15 Party that some or all of the information requested is subject to a confidentiality
16 agreement with a Non-Party;

17 2) promptly provide the Non-Party with a copy of the Stipulated
18 Protective Order in this Action, the relevant discovery request(s), and a reasonably
19 specific description of the information requested; and

20 3) make the information requested available for inspection by the
21 Non-Party, if requested.

22 c) If the Non-Party fails to seek a protective order from this court within
23 14 days of receiving the notice and accompanying information, the Receiving Party may
24 produce the Non-Party's confidential information responsive to the discovery request. If
25 the Non-Party timely seeks a protective order, the Receiving Party shall not produce any
26 information in its possession or control that is subject to the confidentiality agreement
27 with the Non-Party before a determination by the court. Absent a court order to the
28 contrary, the Non-Party shall bear the burden and expense of seeking protection in this

1 court of its Protected Material.

2 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

3 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
4 Protected Material to any person or in any circumstance not authorized under this
5 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
6 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
7 all unauthorized copies of the Protected Material, (c) inform the person or persons to
8 whom unauthorized disclosures were made of all the terms of this Order, and (d) request
9 such person or persons to execute the “Acknowledgment and Agreement to Be Bound”
10 that is attached hereto as Exhibit A.

11 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE 12 PROTECTED MATERIAL

13 When a Producing Party gives notice to Receiving Parties that certain inadvertently
14 produced material is subject to a claim of privilege or other protection, the obligations of
15 the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).
16 This provision is not intended to modify whatever procedure may be established in an e-
17 discovery order that provides for production without prior privilege review. Pursuant to
18 Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the
19 effect of disclosure of a communication or information covered by the attorney-client
20 privilege or work product protection, the parties may incorporate their agreement in the
21 stipulated protective order submitted to the court.

22 12. MISCELLANEOUS

23 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person
24 to seek its modification by the Court in the future.

25 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective
26 Order no Party waives any right it otherwise would have to object to disclosing or
27 producing any information or item on any ground not addressed in this Stipulated
28

1 Protective Order. Similarly, no Party waives any right to object on any ground to use in
2 evidence of any of the material covered by this Protective Order.

3 12.3 Filing Protected Material. A Party that seeks to file under seal any Protected
4 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed
5 under seal pursuant to a court order authorizing the sealing of the specific Protected
6 Material at issue. If a Party's request to file Protected Material under seal is denied by the
7 court, then the Receiving Party may file the information in the public record unless
8 otherwise instructed by the court.

9 13. FINAL DISPOSITION

10 After the final disposition of this Action, as defined in paragraph 4, within 60 days
11 of a written request by the Designating Party, each Receiving Party must return all
12 Protected Material to the Producing Party or destroy such material. As used in this
13 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
14 summaries, and any other format reproducing or capturing any of the Protected Material.
15 Whether the Protected Material is returned or destroyed, the Receiving Party must submit
16 a written certification to the Producing Party (and, if not the same person or entity, to the
17 Designating Party) by the 60 day deadline that (1) identifies (by category, where
18 appropriate) all the Protected Material that was returned or destroyed and (2) affirms that
19 the Receiving Party has not retained any copies, abstracts, compilations, summaries or
20 any other format reproducing or capturing any of the Protected Material. Notwithstanding
21 this provision, Counsel are entitled to retain an archival copy of all pleadings, motion
22 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
23 deposition and trial exhibits, expert reports, attorney work product, and consultant and
24 expert work product, even if such materials contain Protected Material. Any such archival
25 copies that contain or constitute Protected Material remain subject to this Protective
26 Order as set forth in Section 4 (DURATION).

27 14. Any violation of this Order may be punished by any and all appropriate measures
28 including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: July 15, 2022

CALL & JENSEN
A Professional Corporation
John T. Egley
Chris C. Scheithauer

By: /s/ Chris C. Scheithauer
Chris C. Scheithauer

Attorneys for Defendants, CHRISTENSEN
BROTHERS GENERAL ENGINEERING, INC.
and CALEB CHRISTENSEN

Dated: July 15, 2022

VERUM LAW GROUP, APC
Sam Kim
Yoonis Han

By: /s/ Sam Kim
Sam Kim

Attorneys for Plaintiff SEVERO JOHN
HERNÁNDEZ, UMEET NAND, KRISTOFER
BARR

Dated: July 15, 2022

STANSBURY BROWN LAW
Daniel J. Brown
Ethan C. Surls

By: Daniel J. Brown
Daniel J. Brown

Attorneys for Plaintiff SEVERO JOHN
HERNÁNDEZ and KRISTOFER BARR

SIGNATURE CERTIFICATION

I hereby certify that the content of this document is acceptable to Sam Kim, counsel for Plaintiffs Severo John Hernandez, Umeet Nand, and Kristopher Barr, and Daniel J. Brown, counsel of record for Plaintiffs Severo John Hernandez and Kristopher Barr, and that I have obtained their authorization to affix their electronic signatures to this document.

Dated: July 15, 2022

By: /s/ Chris Scheithauer
Chris C. Scheithauer

Attorneys for Defendants, CHRISTENSEN
BROTHERS GENERAL ENGINEERING, INC.
and CALEB CHRISTENSEN

1 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

2 DATED: July 18, 2022

3
4 

5 _____
6 Hon. Sheri Pym
7 United States Magistrate Judge
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
 [print or type full address], declare under penalty of perjury that I have read in its entirety
 and understand the Stipulated Protective Order that was issued by the United States
 District Court for the Central District of California on [date] in the case of *Severo John
 Hernandez, et al. v. Christensen Brothers General Engineering, Inc., et al.*, United States
 District Court Case No.: 5:22-cv-00836 AB (SPx). I agree to comply with and to be
 bound by all the terms of this Stipulated Protective Order and I understand and
 acknowledge that failure to so comply could expose me to sanctions and punishment in
 the nature of contempt. I solemnly promise that I will not disclose in any manner any
 information or item that is subject to this Stipulated Protective Order to any person or
 entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the
 Central District of California for the purpose of enforcing the terms of this Stipulated
 Protective Order, even if such enforcement proceedings occur after termination of this
 action. I hereby appoint _____ [print or type full name] of
 _____ [print or type full address and
 telephone number] as my California agent for service of process in connection with this
 action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____